

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM387586

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Prospect Capital Corporation		05/31/2016	Corporation: MARYLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Harbortouch Payments, LLC		
<b>Street Address:</b>	2202 North Irving St.		
<b>City:</b>	Allentown		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	18109		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4879687	HARBORTOUCH ECHO	
<b>Registration Number:</b>	4879691	HARBORTOUCH ELITE	
<b>Registration Number:</b>	4879847	TABLET KILLER	
<b>Registration Number:</b>	4800995	CUSTOMER FOCUSED. TECHNOLOGY DRIVEN.	
<b>Registration Number:</b>	4742774	PERKWAVE	
<b>Registration Number:</b>	3586038	HARBORTOUCH	
<b>Registration Number:</b>	3294443	UNITED CASH SOLUTIONS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2029555564		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	2024695163		
<b>Email:</b>	dan.neustadt@hklaw.com		
<b>Correspondent Name:</b>	Daniel C. Neustadt		
<b>Address Line 1:</b>	Holland & Knight LLP		
<b>Address Line 2:</b>	800 17th Street NW, Suite 1100		
<b>Address Line 4:</b>	Washington, D.C. 20006		
<b>NAME OF SUBMITTER:</b>	Daniel C. Neustadt		
<b>SIGNATURE:</b>	/Daniel C. Neustadt/		
<b>DATE SIGNED:</b>	06/13/2016		

OP \$190.00 4879687

**Total Attachments: 5**

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**TERMINATION AND RELEASE OF SECURITY INTERESTS  
IN TRADEMARK RIGHTS**

THIS TERMINATION AND RELEASE dated as of May 31, 2016 (“Termination and Release”), is granted by Prospect Capital Corporation, a Maryland corporation, as collateral agent for certain lenders (the “Collateral Agent”), in favor of Harbortouch Payments, LLC, a Delaware limited liability company (as successor-by-merger to United Bank Card, Inc. (d/b/a Harbortouch), a New Jersey corporation and United Cash Solutions, Inc. (d/b/a Harbortouch ATM), an Arizona corporation) (the “Borrower”), Rook Holdings Inc., a Delaware corporation, MSI Merchant Services Holdings LLC, a New Jersey limited liability company, Harbortouch Financial, LLC, a Pennsylvania limited liability company (the “Remaining Guarantors” and Borrower and Remaining Guarantors together, the “Loan Parties”).

WITNESSETH:

WHEREAS, pursuant to that certain Intellectual Property Security Agreement, dated as of September 5, 2013, made by and among the Collateral Agent and the Loan Parties and recorded in the Trademark Division of the United States Patent and Trademark Office on September 11, 2013 at Reel 5108 Frame 0738 (the “2013 Agreement”), that certain Trademark Security Agreement, dated as of March 31, 2014, made by and among the Collateral Agent and the Loan Parties and recorded in the Trademark Division of the United States Patent and Trademark Office on April 3, 2014 at Reel 5250 Frame 0919 (the “2014 Agreement”) and that certain Trademark Security Agreement, dated as of March 31, 2014, made by and among the Collateral Agent and the Loan Parties and recorded in the Trademark Division of the United States Patent and Trademark Office on March 13, 2015 at Reel 5477 Frame 0157 (the “2015 Agreement”) security interests and guaranties (collectively, the “Security Interests”) were granted by the Loan Parties in favor of the Collateral Agent in certain collateral, including certain Trademark Collateral (as hereinafter defined); and

WHEREAS, the Collateral Agent now desires to terminate and release the entirety of its Security Interests in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the 2013 Agreement, the 2014 Agreement and the 2015 Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Collateral Agent hereby states as follows:

1. Definitions.

The term “Trademark Collateral,” as used herein, shall mean all of each of the Loan Parties’ right, title and interest of every kind and nature as of the date hereof in:

- (a) all Trademarks and Trademark licenses providing for the grant by or to any Borrower or Remaining Guarantors, including those referred to on Schedule A hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

All uppercase terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement, as referenced in the 2014 Agreement and the 2015 Agreement.

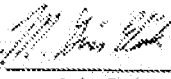
2. Release of Security Interests. The Collateral Agent hereby terminates, releases and discharges its Security Interests in the Trademark Collateral, and any right, title or interest of the Collateral Agent in such Trademark Collateral pursuant to the 2013 Agreement, the 2014 Agreement and the 2015 Agreement shall hereby cease and become void.

3. Further Assurances. The Collateral Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interests contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

[Signature Page Follows]

Prospect Capital Corporation

By: 

Name: M. Grier Eliasek

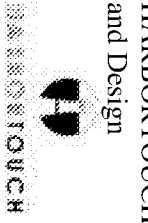
Title: President and Chief Operating Officer

[IP Release]

**TRADEMARK**  
**REEL: 005811 FRAME: 0784**

**SCHEDULE A**  
**Trademark Collateral**

**1. Trademarks Owned**

Mark	App. No.	Reg. No.	App. Date	Reg. Date	Owner/Company	Status/Status Date	Reel/Frame
HARBORTOUCH ECHO	86449481	4879687	November 10, 2014	January 5, 2016	HARBORTOUCH PAYMENTS, LLC	Registered January 5, 2016	5477/0157
HARBORTOUCH ELITE	86450832	4879691	November 11, 2014	January 5, 2016	HARBORTOUCH PAYMENTS, LLC	Registered January 5, 2016	5477/0157
TABLET KILLER	86505390	4879847	January 16, 2015	January 5, 2016	HARBORTOUCH PAYMENTS, LLC	Registered January 5, 2016	5477/0157
CUSTOMER FOCUSED. TECHNOLOGY DRIVEN.	86356905	4800995	August 4, 2014	August 25, 2015	HARBORTOUCH PAYMENTS, LLC	Registered August 25, 2015	5477/0157
PERK WAVE	86392962	4742774	September 12, 2014	May 26, 2015	HARBORTOUCH PAYMENTS, LLC D/B/A HARBORTOUCH	Registered May 26, 2015	5477/0157
HARBORTOUCH and Design 	77496106	3586038	June 11, 2008	March 10, 2009	HARBORTOUCH PAYMENTS, LLC (AS SUCCESSOR-BY-MERGER TO UNITED BANK CARD, INC. (D/B/A HARBORTOUCH ATM))	Registered March 6, 2015	5108/0738 and 5250/0919
UNITED CASH SOLUTIONS	76628728	3294443	January 20, 2005	September 18, 2007	HARBORTOUCH PAYMENTS, LLC (AS SUCCESSOR-BY-MERGER TO UNITED BANK CARD, INC. (D/B/A	Registered September 18, 2013	5108/0738 and 5250/0919

Mark	App. No.	Reg. No.	App. Date	Reg. Date	Owner/Company	Status/Status Date	Ref/Frame
					HARBORTOUCH (ATM)		

**2. Trademark Licenses**

MSI Merchant Services, Inc.	Merchant Services, Inc.	1987300	7468312	USA	6/26/96	SM	39
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**3. Trade Names**

**HARBORTOUCH PAYMENTS, LLC**

(as successor-by-merger to United Bank Card, Inc.)

First Merchant Services

North Carolina

HARBORTOUCH

New Jersey

MSI Merchant Services

Pennsylvania

HARBORTOUCH ATM

Pennsylvania

(as successor-by-merger to United Cash Solutions, Inc.)

MSI Merchant Services Holdings, Inc.

(as successor by merger of Credit Card Processing USA

MSI Merchant Services, Inc.

New Jersey

MSI Merchant Services

New Jersey